

A. G. Contract No. KR95 0425-TRN  
ADOT ECS File No. JPA 95-38  
Project: H3944 01C  
Section: US-95  
@ Somerton Avenue

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SOMERTON

THIS AGREEMENT is entered into 3 AUGUST, 1995,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-  
954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF SOMERTON, acting by and through its MAYOR and CITY COUNCIL  
(the "City").

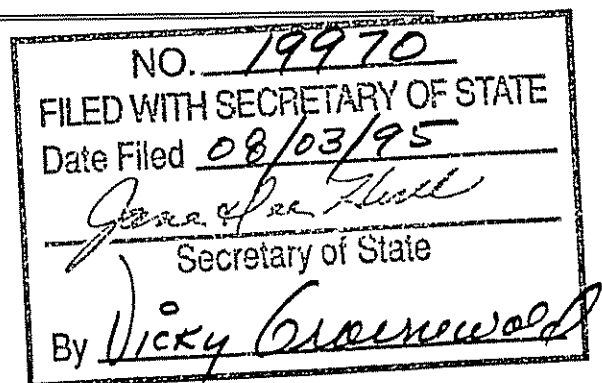
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by resolution,  
a copy of which is attached hereto and made a part hereof,  
resolved to enter into this agreement and has delegated to the  
undersigned the authority to execute this agreement on behalf of  
the State.

2. The City is empowered by Arizona Revised Statutes Section  
48-572 to enter into this agreement and has by resolution, a copy  
of which is attached hereto and made a part hereof, resolved to  
enter into this agreement and has authorized the undersigned to  
execute this agreement on behalf of the City.

3. Incident to the State's ongoing project on US-95 for  
design and construction improvements, the City desires to  
participate in a new traffic signal warranted on US-95 at the  
Somerton Avenue intersection in the City, hereinafter referred to  
as the Project, at an estimated cost of \$80,000.00, for the safety  
and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:



## II. SCOPE OF WORK

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. Be responsible for the intersection improvements and fifty percent (50%) of the cost of the Project (traffic signal).

d. Upon completion, approve and accept the Project and provide maintenance.

e. When the Project is complete and functional, invoice the City for fifty percent (50%) of the cost of the Project.

### 2. The City will:

a. Review the design documents and provide comments.

b. Be responsible for any contractor claims for extra compensation attributable to the City.

c. Within thirty days after receipt of an invoice, reimburse the State for fifty percent (50%) of the cost of the Project.

d. Upon completion and acceptance by the State, provide electrical energy to operate the signal.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Somerton  
City Manager  
Box 638  
Somerton, AZ 85350

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SOMERTON

STATE OF ARIZONA  
Department of Transportation

By Vivian Robinson  
VIVIAN ROBINSON  
Mayor

By Peter L. Eno  
PETER L. ENO  
Contract Administrator

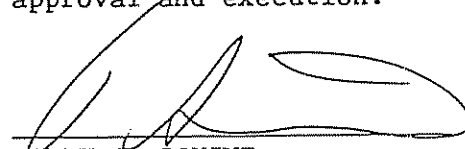
ATTEST

By Mark Ryan  
MARK RYAN  
City Clerk

RESOLUTION

BE IT RESOLVED on this 22nd day of February 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Somerton for the purpose of defining responsibilities for the design, construction and maintenance of intersection improvements to US-95 at Somerton Avenue in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



for LARRY S. BONINE  
Director

CITY OF SOMERTON  
REGULAR MEETING OF THE CITY COUNCIL

7:00 p.m.

MINUTES

Wednesday, July 5, 1995

Members:

V. Robinson, Mayor  
S. Martinez,  
R. Phillips  
B. Holiman  
S. Troccoli  
A. Tumbaga  
D. Lackner

Officers:

E. Castillo, City Manager  
T. Hollis, Police Chief  
B. Lee, Recreation Director  
E. Mendez, Public Works Dir  
M. Ryan, Finance Director  
J. Plante, City Attorney  
M. Figueroa, Magistrate

Mayor Robinson called the meeting to order at 7:05 p.m.. The Pledge of Allegiance was said in unison, with Rick Phillips leading the group in prayer. A roll call vote was taken with Don Lackner and Sylvia Martinez excused.

3. PETITIONS OR COMMENTS BY THOSE CITIZENS PRESENT

No communications were made.

4. REPORTS FROM OFFICERS AND COMMITTEES.

4A. Mayor and Council

Presentation - Somerton Migrant Head Start Program

Brian Babiers from the Western Arizona Council of Governments spoke. He stated that there were two groups interested in trying to continue the Head Start Program. He indicated that these groups would be more traditional in that low income families, as well as migrant workers would be eligible for the program.

4B. City Manager

Presentation - WRK Developments of Arizona, Inc.  
Presentation - Insurance Policy review  
Ambulance Subscriptions update

Bill Kipp spoke on the potential annexation and development of land located just outside of Somerton city limits.

A listing of current employee benefits and coverages was discussed. It was agreed that the City should bid its employee benefits package as a whole. Holiman expressed an interest in preparing a bid package with staff.

Castillo indicated there was a delay caused by the interpreter in sending the subscription contract to the state level for approval. Council directed that the contract be submitted for approval by July 12th.

#### 6C. REQUEST FOR BIDS - CITY ATTORNEY

A MOTION by Holiman directing staff to go out to bid for City Attorney services was SECONDED by Tumbaga and APPROVED 5-0.

#### 6D. COMMITTEE APPOINTMENTS

This is a committee proposed by Tumbaga to work with the Cocopah Tribal members on a joint fire facilities effort. Appointed to the committee were Holiman, Phillips and Tumbaga, with Troccoli added as an alternate.

#### 6E COUNCIL ABSENCES

Removal from the Council or another form of disciplinary action for un-excused absences from Council meetings was proposed by Troccoli. Plante advised the Council that they did not have the legal authority to take such action, as these are elected positions. Acting on that advice, NO ACTION was taken.

#### 6F. RESOLUTIONS TO BE SUBMITTED FOR LEAGUE SUPPORT

NO ACTION was taken on this item.

#### 6G. PARKING LOT

This was proposed by Castillo as a joint effort with Jesus Name Church. The lot was determined to be to removed from the downtown area to be a viable parking source. A MOTION by Tumbaga to table this item was SECONDED by Robinson and APPROVED 5-0.

Note: at 9:40 pm., Council member Phillips excused himself from the meeting.

#### 6H. INTERGOVERNMENTAL AGREEMENT

This is an agreement between the Arizona Department of Transportation and the City of Somerton concerning the construction of a traffic signal on Main Street/U.S. Highway 95 in Somerton. A MOTION by Holiman to approve the agreement as written was SECONDED by Tumbaga and APPROVED 4-0.


#### 6I. 1995-96 BUDGET REVIEW

The budget was presented by staff with noted substantial differences between staff proposals and Finance proposals. The budget was reviewed with NO ACTION taken. A workshop was scheduled for July 11, 1995.

APPROVAL OF THE SOMERTON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SOMERTON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

  
\_\_\_\_\_  
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS  
ATTORNEY GENERAL


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-0425-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 27th day of July, 1995.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8918G/6